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 ILLINOIS UNION INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

ILLINOIS UNION INSURANCE  
 COMPANY, an Illinois corporation

Plaintiff,

v.

INTUITIVE SURGICAL, INC., a  
 Delaware corporation,

Defendant.

Case No.: 3:13-cv-04863-JST

**STIPULATION AND ~~PROPOSED~~ ORDER  
 TO PERMIT FILING OF CROSS-  
 COMPLAINT TO IMPEAD IRONSHORE  
 SPECIALTY INSURANCE COMPANY**

NAVIGATORS SPECIALTY  
 INSURANCE COMPANY, a Delaware  
 corporation

Plaintiff,

v.

INTUITIVE SURGICAL, INC., a  
 Delaware corporation,

Defendant.

Case No.: 3:13-cv-005801-JST

Judge: Honorable J. Tigar

1 WHEREAS, the above-captioned actions address the scope of products liability coverage, if  
2 any, available to Intuitive Surgical, Inc. ("Intuitive") for the policy year March 1, 2013 to March 1,  
3 2014;

4 WHEREAS, Intuitive's products liability policy for the preceding year, March 1, 2012 to  
5 March 1, 2013, was issued by Ironshore Specialty Insurance Company ("Ironshore");

6 WHEREAS, Intuitive notes that it is in a dispute with Ironshore over whether claims tolled  
7 during the Ironshore policy period are covered under that policy;

8 WHEREAS, Intuitive notes that it intends to file suit against Ironshore and submits the  
9 attached proposed cross-complaint (the "Cross-Complaint") for the Court's consideration;

10 WHEREAS, Intuitive further notes that Intuitive now seeks to implead Ironshore into the  
11 instant litigation because the same third party claims that Plaintiffs Illinois Union Insurance  
12 Company ("Illinois Union") and Navigators Specialty Insurance Company ("Navigators," and  
13 together with Illinois Union, "Plaintiffs") assert should have been disclosed in Intuitive's  
14 applications for product liability insurance for the 2013-2014 policy year are also the subject of  
15 Intuitive's coverage dispute with Ironshore;

16 WHEREAS, Intuitive further notes that this overlap of operative facts creates a risk of  
17 inconsistent verdicts if the cases are tried separately; that many of the same witnesses will need to  
18 be deposed in connection with the Ironshore action as in the instant litigation; and that significant  
19 efficiencies will thus be realized if the cases proceed jointly;

20 WHEREAS, Plaintiffs do not object to Intuitive's impleading of Ironshore into the present  
21 case in the interest of avoiding duplicative and wasteful discovery;

22 WHEREAS, Navigators has agreed to the concurrent filing of its statement of non-  
23 opposition to this Stipulation;

WHEREFORE, the parties herein stipulate as follows:

1. Upon entry of the Court's Order approving the terms of this stipulation, Intuitive will promptly file and serve the Cross-Complaint.

2. Once Ironshore has been served, Intuitive and Illinois Union request that the Court set a status conference to discuss setting a revised case schedule.

Dated: March 2, 2015

/s/ Charles E. Wheeler  
Thomas M. Jones  
Charles E. Wheeler  
Amanda M. Lorenz  
COZEN O'CONNOR  
Attorneys for Plaintiff  
ILLINOIS UNION INSURANCE  
COMPANY

Dated: March 2, 2015

/s/ Raoul Kennedy  
Allen Ruby  
Raoul Kennedy  
Thomas Haroldson  
Sheryl Leung

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
Attorneys for Defendant  
INTUITIVE SURGICAL, INC.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 3, 2015

By: \_\_\_\_\_

